

Monthly Subscriber Account Agreement

Form revised: 08/01/2011

You must have a monthly Subscriber Account to access certain eGovernment services through eHawaii.gov. The account is offered on an annual basis and has the benefit of monthly invoicing and payment. The monthly Subscriber Account provides a convenience to those who perform multiple transactions, enables Subscriber Account holders to manage those transactions and pay using the holder's preferred billing method, and allows Subscriber Account holders up to ten Registered Users with unique usernames and passwords per account.

To obtain a monthly Subscriber Account, read all the information carefully, complete and sign this Agreement and return it to the address above with a check or money order made payable to "Hawaii Information Consortium, LLC" in the amount of \$75. You may pay by credit card or automatic check by indicating the option on page two and providing the account information when contacted. Thereafter, the annual registration renewal is \$75 and will be billed to your account automatically.

Certain eHawaii.gov eGovernment services carry statutory and/or eHawaii.gov transaction fees for use/access. Information on all fees is provided as an attachment to this Agreement or on the associated Internet pages of eHawaii.gov.

There are restrictions on access to certain records and some records are restricted in use. You may be subject to penalties under law if you violate any of these restrictions. If you have any questions regarding information contained within this Agreement, please contact Hawaii Information Consortium at (808) 695-4624.

Signing up is as easy as 1, 2, 3...

To use eHawaii.gov eGovernment services as a registered Subscriber Account user...

- You will need a computer with active Internet access and web browser software.** To find an Internet service provider (ISP) in your area consult your phone book or local computer store. If you do not have an ISP in your area, please contact Hawaii Information Consortium for help.
- Complete this Agreement.** All fields are required unless otherwise noted. Be sure to choose a billing method and list on page two at least one name to be assigned as registered Subscriber Account user(s). You may assign up to ten (10) names per account, but the account holder is responsible for all actions and charges that occur on the account.
- Sign and return this Agreement with your check or money order made out to Hawaii Information Consortium.** A faxed Agreement must be followed up with a signed original. Upon receipt of a completed Agreement, Hawaii Information Consortium will contact you with usernames and passwords. When you receive them you may begin using our services that have a charge immediately.

Mailing and Billing Addresses

Mailing Address

Name of Organization (or person if an individual account): _____
Contact (person contacted for account setup): _____ Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ (Ext.) _____ Fax: _____

Billing Address

Name of Organization (or person if an individual account): _____
Attention: _____ Title: _____
Email Address (to receive invoices): _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ (Ext.) _____ Fax: _____

Continue on next page.

Monthly Subscriber Account Agreement (*continued*)

Registered User(s)

Provide at least one and up to 10 name(s) to be registered as user(s). Note: Subscriber Account holders are responsible for all registered users; all users, by using the username and password, agree to the terms and conditions of this Agreement.

Ln	Name	Email
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Billing Option

Check (✓) one. We will contact you for the account information.

<input type="checkbox"/> Credit Card: AmEx, Discover, MasterCard Card Number: <u>DO NOT COMPLETE – We will</u> Expiration Date: <u>contact you for this information.</u> Note: 3% processing fee will be added to your total balance. (Fees and charges are charged to credit card.)	<input type="checkbox"/> Auto Check Bank Name: <u>DO NOT COMPLETE</u> Routing #: <u>We will contact you</u> Account #: <u>for this information.</u> (Fees and charges will be deducted from checking account.)
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Other Information (optional)

<p><i>To help eHawaii.gov to best serve you, please answer the following questions:</i></p> <p>Which best describes the account holder? <input type="checkbox"/> Business* <input type="checkbox"/> Private Citizen** <input type="checkbox"/> Government Agency</p> <p>*If you are a business, what type of business are you? _____</p> <p>*If you are a business, how will electronic access to state information assist your business? _____</p> <p>_____</p> <p>**If you are a private citizen, how will electronic access to state information be of assistance to you? _____</p> <p>_____</p> <p>Which state government service(s) would you like to have available via the Internet?</p> <p>_____</p>
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Continue on next page.

Monthly Subscriber Account Agreement (*continued*)

Services to Enable

Indicate which services you would like to access with your login(s). Fees will be billed to your account automatically.

- ☐ Bulk Business Entity Data (\$1,000 per month)
- ☐ Bulk Criminal Data Download - \$24,000/year (minimum one year subscription)
- ☐ Bulk Professional and Vocational Licensing Data (\$1,000 per month)
- ☐ Bulk Sex Offender Data (\$600 per month)
- ☐ Conveyance Grantor/Grantee Indexed Data – preceding 7 days only, excluding weekends & holidays (\$200 per month)
- ☐ Conveyance Image Updates - preceding 7 days only, excluding weekends & holidays (\$500 per month)
- ☐ Conveyance Unlimited Certificates/Documents (\$500 per month) <http://boc.ehawaii.gov/LandShark>
- ☐ Driver Records (\$23 per record) **Rider Required**
 All Traffic Customers will be required to pay via direct debit from a U.S. bank account.
- ☐ Driver Monitoring (\$.15 per person per month) **Rider Required**
 All Traffic Customers will be required to pay via direct debit from a U.S. bank account.
- ☐ Land Use Permits **Rider Required**
- ☐ Oahu Trails Access **Rider Required**
- ☐ Unlimited Criminal History Records (\$10,000 per month)
- ☐ Wedding Agent **Rider Required**

Services Available Automatically

The following services are automatically available to access with your login(s).

- ✓ Agent Search <https://hbe.ehawaii.gov/agentsearch>
- ✓ Annual Business Filings <http://hbe.ehawaii.gov/annuals>
- ✓ Annual Charity Payments <http://ag.ehawaii.gov/charity/welcome.html>
- ✓ AOOU Renewals <http://www.ehawaii.gov/condo>
- ✓ Business Entity List Builder (\$.05 per record) <https://www.ehawaii.gov/dcca/listbuilder/exe/builder.cgi>
- ✓ Business Filings (discounted filing fees!) <http://hbe.ehawaii.gov/BizEx>
- ✓ BREG Business Documents <http://hbe.ehawaii.gov/documents>
- ✓ Conveyance Documents Search <http://boc.ehawaii.gov/docsearch>
- ✓ Conveyance Certificates/Documents (\$2 per doc) <http://boc.ehawaii.gov/LandShark>
- ✓ Criminal Histories (\$15 per record) <http://ecrim.ehawaii.gov>
- ✓ Hawaii Compliance Express <http://vendors.ehawaii.gov>
- ✓ Power of Attorney and Name Change Glossaries <https://www.ehawaii.gov/SecureDownload/bocglossary>
- ✓ PVL List Builder (\$.04 per record) <http://www.ehawaii.gov/dcca/pvllist/html>
- ✓ UCC Filings (\$30 per filing) <http://boc.ehawaii.gov/ucc-filing>

Authorization

I have read and agree to the terms and conditions of this Monthly Account Agreement. If I am signing on behalf of an organization or company, I represent that I have authority to bind the organization or company to this Agreement.

 Signature

 Printed Name

 Title

 Date

Monthly Subscriber Account Agreement

The Account Holder and Hawaii Information Consortium, LLC agree that the provision of services from eHawaii.gov to each Account Holder and Registered User on the Account will be subject to the Terms and Conditions in this Agreement. Hawaii Information Consortium provides on-line access, from kiosks or personal computers, to a number of state databases and information services through eHawaii.Gov. The Account Holder and each Registered User wish to use the databases and services made available by Hawaii Information Consortium. The Account Holder represents that it has shown this agreement to each Registered User and that it has acquainted each Registered User with the terms and conditions, which apply to usage by a Registered User of the eHawaii.gov services.

Terms and Conditions

1. This Agreement sets forth the terms and conditions under which Hawaii Information Consortium will provide services to Account Holder's Registered Users through eHawaii.Gov.
2. Hawaii Information Consortium reserves the right to add, withdraw or modify any service without consulting Account Holder or any Registered User prior to withdrawing such service and shall have no liability whatsoever to any Account Holder or Registered User in connection with additions, withdrawals or modifications of any such service.
3. Hawaii Information Consortium acknowledges that Account Holder and Registered User information will be maintained and used for only the purposes of managing the eHawaii.gov network and will not be provided to commercial entities. For more complete information on the privacy policy of eHawaii.gov, please consult the privacy statement at www.eHawaii.gov.
4. This Agreement is subject to change by Hawaii Information Consortium in matters other than online services with notice to Account Holders and Registered Users.
5. Account Holder acknowledges that he/she (or its authorized representative) has read this agreement and agrees that it is the complete and exclusive statement between the parties, superseding all other communications, oral or written. This agreement, and other notices provided to Account Holder or other Registered Users by Hawaii Information Consortium, constitute the entire agreement between the parties. This Agreement may be modified only by written amendment signed by the parties except as otherwise provided for in this agreement. In the event Account Holder issues a purchase order or other instrument covering the services herein specified, it is understood and agreed that it is for Account Holder's internal purposes only and shall in no way modify, add to, or delete any of the terms and conditions in this agreement. Account Holder acknowledges that it has made available a copy of this agreement to each Registered User and has informed each Registered User that use of the network by a Registered User constitutes consent to this agreement.
6. Conditions of Use
 - a) Hours of Service: Service will be provided on a non-guaranteed basis seven days per week (Sunday through Saturday), twenty-four (24) hours per day, excluding scheduled maintenance as designated from time to time by Hawaii Information Consortium in its sole discretion.
 - b) User Names and Passwords: Hawaii Information Consortium will issue to the Account Holder a maximum of 10 user names and passwords per annual fee, for distribution, one to each Registered User. Each Registered User is responsible for preserving the secrecy of his/her User Name and Password; for ensuring that access to services and use of his/her User Name and Password is controlled by him/her; and that, in those instances where a purchase order provides time and/or dollar and/or database limitations, use by the Registered User does not exceed those limitations. Account Holder is liable for any and all charges for services to the User Names and Passholders on the Account, whether or not authorized by Registered User or by Account Holder.
 - c) Copyright and Ownership of Information: Account Holder and each Registered User agrees to comply with any copyright notices or other limitation on use applicable to services, databases, or other information provided through eHawaii.gov services. The respective government receiving or furnishing the same owns government information.
 - d) Limitation on Use of Information: Account Holder and each Registered User agrees to abide by all applicable use statements and requirements outlined for access of information or services through eHawaii.gov and is liable under law for violations of record use or access rules. Under no circumstances may Account Holder, or any other party acting by or through Account Holder, including Registered Users, or using any Registered User's User Name and Password, use data received from or through eHawaii.gov in any way except in full and complete compliance with all applicable laws. Account Holder and each Registered User recognizes that each transaction and statement of use will be logged and retained for Hawaii Information Consortium purposes. In addition, Account Holder's or each Registered User's company or institution may also be liable depending upon the facts.

Monthly Subscriber Account Agreement – Terms and Conditions (*continued*)

7. Payment

- a) Invoices for all services rendered will be prepared and provided by Hawaii Information Consortium or its agent. Fees shall be in accordance with the current eHawaii.gov fee schedule. Terms of invoice payment shall be net thirty (30) days.
- b) In addition to the fees contained herein, Account Holder shall pay Hawaii Information Consortium for all sales, use, and excise taxes incurred by Hawaii Information Consortium in providing services to Account Holder and each Registered User.
- c) Invoices 10 days past due may be subject to a delinquency charge of 1.5% per month of the amount in arrears, or the legal limit, whichever is less. Account Holder agrees to pay all costs of collection of delinquent accounts, including reasonable attorney's fees, as permitted by law.
- d) Three payment options are available. Hawaii Information Consortium reserves the right to modify or restrict the use of any option at any time:
 - a. Auto Check Option - Bank Institution automatically deducts amount of fees out of checking account monthly.
 - b. Credit Card Option - MasterCard, American Express, Discover - Charges the fees to your credit card monthly.

8. Limitation of Liability

- a) The remedies set forth in this agreement are exclusive and in no event shall the state of Hawaii, Hawaii Information Consortium, LLC., Access Hawaii Committee, or the directors, officers, agents, or employees of any of them, (who are collectively known for purposes of sections 8,9 & 13 of the Terms and Conditions of this agreement, as "the eHawaii.gov entities") be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income or lost revenues, whether such damages arise out of breach of contract, negligence, strict liability, or any other theory of liability. Such damages shall in any event be limited to the charges paid for the previous month by Account Holder for the services in connection with which a claim of liability is asserted or imposed.
- b) Each Registered User and Account Holder agrees that the eHawaii.gov entities will not be liable for any claim or demand of any nature or kind asserted against any of the eHawaii.gov entities by any third party, arising out of the services or materials provided for their use through eHawaii.gov; Each Registered User and Account Holder agrees to indemnify and hold the eHawaii.gov entities harmless from claims of third parties arising out of the use of the services or materials provided pursuant to this agreement to or through any Registered User or Account Holder on the Account.
- c) The eHawaii.gov entities shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service resulting directly or indirectly from any cause or circumstance beyond its reasonable control, including problems with or delays caused by its database or other providers.
- d) No action or suit arising out of the transactions pursuant to this Agreement, regardless of form, other than an action for payments due Hawaii Information Consortium, may be brought by either party more than one year after the cause of the action accrues.
- e) Hawaii Information Consortium, LLC., the Access Hawaii Committee, Hawaii state, county and local government agencies and universities, the officers, directors, agents or employees of any of them, professional associations and all other parties who may from time to time provide information to the Hawaii Information Consortium for access on eHawaii.gov shall at no time be liable for any errors in or omissions from information available on the eHawaii.gov network.

9. Warranty

- a) The eHawaii.gov entities make no warranties express or implied, including but not limited to the implied warranties of merchantability and fitness for any particular purpose. While Hawaii Information Consortium and its suppliers strive for accuracy and completeness of data and services furnished pursuant to this Agreement, no warranty or representation as to accuracy or completeness is made or implied.
- b) Account Holder and each Registered User warrants that it is aware of and will comply with all applicable federal, state, or other laws with regard to access to or use of any and all information, databases, programs, or other products to which access is provided by or through Hawaii Information Consortium. Account Holder and each Registered User is liable under law for violations of record use or access rules committed by him or her, and agrees to abide by such rules. In addition, the Account Holder's or Registered User's organization or company may be liable if the rules are not enforced or are violated.

Monthly Subscriber Account Agreement – Terms and Conditions (*continued*)

10. Rate Changes

- a) Rates are as set forth in the Agreement insert and are established by Hawaii Information Consortium in its sole discretion (unless this Agreement is a fixed term agreement as detailed in Paragraph 10b below.)
- b) The parties may enter into a fixed-term agreement setting forth a set rate for a specified term. Any such agreement will be evidenced and detailed in writing.

11. Renewals

Accounts renew annually automatically on anniversary date unless Hawaii Information Consortium is notified in writing to the contrary. The appropriate annual fee will be applied in the billing for the renewal month. If an Account is canceled, no portion of that year's Account fee is refundable.

12. Tradename / Trademark

Account Holder and each Registered User agrees that he/she will not use the service mark "eHawaii.gov", "eHawaiiGov.org", or "Hawaii Information Consortium" or the marks associated with any of eHawaii.gov's services identified in any fashion unless specifically authorized to do so in writing by Hawaii Information Consortium. Account Holder and each Registered User agrees not to tamper with, alter, or change in any fashion any databases or programs made available to Account Holder or any Registered User by Hawaii Information Consortium.

13. General

- a) Waiver: The waiver, modification, or failure to insist by the eHawaii.gov entities on any of these terms or conditions, shall not void, waive, or modify any of the other terms or conditions nor be construed as a waiver or relinquishment of the eHawaii.gov entities' right to performance of any such term or terms.
- b) Severability: If any provision or part of the Agreement shall be declared illegal, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- c) Governing Law: This Agreement shall be governed by and construed according to the laws of the State of Hawaii as such laws are applied to contracts made and to be performed entirely in Hawaii, and all actions hereunder shall be brought in a federal or state court of competent jurisdiction in Hawaii and in no other jurisdiction.
- d) Assignment: This Agreement is not assignable or transferable by Account Holder or any Registered User and any attempted assignment or transfer shall be null and void and of no force or effect. Hawaii Information Consortium may assign this Agreement and/or the payments due to Hawaii Information Consortium without notice to or requirement for Account Holder's or any Registered User's permission or approval.

- 14. eHawaii.gov is a service of the State of Hawaii, managed by Hawaii Information Consortium, LLC. and is governed by the Access Hawaii Committee.